

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

PLEASE TAKE NOTICE that upon the annexed affirmation of Nicole DiStasio, an associate of the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper (“Movant”) will move this Court as set forth below:

JUDGE: HON. Alan S. Trust

RETURN DATE & TIME: November 21, 2019 at 10:30 AM

COURTHOUSE: United States Bankruptcy Court
Alfonse M. D'Amato U.S. Courthouse
290 Federal Plaza
Central Islip, NY 11722

RELIEF REQUESTED: The proposed order will seek to vacate the automatic stay imposed by 11 U.S.C. § 362(a) against subject property generally described as 89 Delaware Avenue, Freeport, NY 11520, pursuant to 11 U.S.C. § 362(d)(1) based upon the total debt due to Movant, resulting in Movant's lack of adequate protection with regard to the subject property.

PLEASE TAKE FURTHER NOTICE, that answering affidavits, if any, to the relief requested, must be served upon and received by Shapiro, DiCaro & Barak, LLC at their offices at 175 Mile Crossing Boulevard, Rochester, NY 14624 and filed with the Clerk of the United States Bankruptcy Court for the Eastern District of New York at United States Bankruptcy Court, Alfonse M. D'Amato U.S. Courthouse, 290 Federal Plaza, Central Islip, NY 11722 no later than seven (7) days prior to the return date of this motion.

Dated: October 14, 2019
Rochester, New York

/s/ *Nicole DiStasio*
Nicole DiStasio
Bankruptcy Attorney
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr.
Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
Fax: (585) 247-7380

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS NOTICE IS REQUIRED BY THE PROVISIONS OF THE FAIR DEBT COLLECTIONS PRACTICES ACT AND DOES NOT IMPLY THAT WE ARE ATTEMPTING TO COLLECT MONEY FROM ANYONE WHO HAS DISCHARGED THE DEBT UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

TO: SERVICE LIST

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

**AFFIRMATION IN SUPPORT OF
ENTRY OF AN ORDER GRANTING
RELIEF FROM THE AUTOMATIC STAY**

Nicole DiStasio, an attorney at law duly admitted to practice before the Courts of the State of New York and the U.S. District Court for the Eastern District of New York, hereby affirms the following to be true under penalty of perjury:

1. I am an associate with the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper (“Movant”), a secured creditor of Susan Davy-Membreno aka Susan Davy (“Debtor”), Virginia A. Davy (non-filing “Co-Borrower”) and Alexander Membreno (non-filing “Co-Borrower”). As such, I am fully familiar with the facts and circumstances of this case.

2. I make this Affirmation in support of the within request for an Order Granting Relief from the automatic stay, for cause, pursuant to 11 U.S.C. § 362(d)(1) and (2).

3. Jurisdiction is conferred on this Court by the provisions of 28 U.S.C. § 1334. This is a proceeding to terminate and annul the automatic stay and is therefore a “core” proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. Movant is a Secured Creditor of Debtor pursuant to a consolidated note executed by Susan Davy, Virginia A. Davy and Alexander Membreno on August 25, 2005, whereby Susan

Davy, Virginia A. Davy and Alexander Membreno promised to repay the principal amount of \$297,500.00 plus interest to CitiMortgage, Inc. (the “Consolidated Note”). To secure the repayment of the Consolidated Note, Susan Davy, Alexander Membreno and Virginia A. Davy executed a mortgage in favor of CitiMortgage, Inc.(the “Consolidated Mortgage”), which was duly recorded as part of a Correction Consolidation Extension and Modification Agreement in the Nassau County Clerk’s Office on March 13, 2006 in Liber Book: M 30202, page 266 (the “Consolidation Agreement”, the Consolidation Agreement, Consolidated Note and Consolidated Mortgage, collectively, as the “Loan”), encumbering real property located at 89 Delaware Avenue, Freeport, NY 11520 (the “Property”). The Mortgage was transferred from CitiMortgage, Inc. to Federal National Mortgage Association, and said transfer was memorialized by an Assignment of Mortgage executed on February 28, 2014 and recorded March 31, 2014 at Liber Book: M 39599, page 189 (the “First Assignment of Mortgage”). The Mortgage was subsequently transferred to Nationstar Mortgage LLC d/b/a Mr. Cooper, and said transfer was memorialized by an Assignment of Mortgage executed on October 3, 2019 (the “Final Assignment of Mortgage”). A copy of the Consolidation Agreement, including the Consolidated Note and Consolidated Mortgage and Assignments of Mortgage are annexed hereto as **Exhibit “A”**.

5. Upon information and belief, the Debtor herein own(s) the Property.

6. Debtor filed a petition for relief under Chapter 7 of the U.S. Bankruptcy Code on or about June 10, 2019.

7. According to the Debtor’s Statement of Intention, the Debtor intends to surrender the property. A copy of the Debtor's Chapter 7 Statement of Intentions is annexed hereto as **Exhibit “B”**

8. The Mortgage was in default on the day the Debtor filed this bankruptcy. Based upon said default, Movant initiated foreclosure proceedings in the Supreme Court of the State of New York, County of Nassau, under index number 13-007822. A Summons and Complaint were filed on June 27, 2013. Copies of the Summons and Complaint are annexed hereto as **Exhibit “C”**. The filing of the instant bankruptcy stayed said action.

9. Debtor and Co-Borrowers have failed to make mortgage payments due to Movant under the terms of the Loan. As a result, the Mortgage remains due for the January 1, 2012 payment and each subsequent payment thereafter.

10. The amount of delinquency due as of September 5, 2019 under the Mortgage is as follows:

90 Defaulted Monthly Payments at \$2,952.22 each (January 2012 through June 2019)	\$265,699.80
3 Defaulted Monthly Payments at \$3,877.82 each (July 2019 through September 2019)	\$11,633.46
Fees & Costs Due (Lump Sum)	\$6,206.24
Total Delinquencies	<hr/> \$283,539.50

11. A copy of the Relief from Stay-Real Estate and Cooperative Apartments (“Affidavit”) is annexed hereto as **Exhibit “D”**.

12. Moreover, in view of the total debt due to Movant and in light of the Debtor’s failure to make payments, Movant is no longer adequately protected. The automatic stay must be vacated for cause pursuant to 11 U.S.C. § 362(d)(1).

13. As set forth in the Affidavit, as of September 5, 2019, the approximate debt due and owing to Movant equals \$499,345.10. The debt is accruing interest at a rate of 4.875% per annum.

14. Based upon the Debtor's Schedule D, the Property has an estimated fair value of approximately \$536,000.00. A copy of Debtor's Schedule D is annexed hereto as **Exhibit "E"**. As indicated in paragraph 13 herein above, the total debt to Movant equals \$499,345.10.

15. Movant, according to the laws of the State of New York and the terms and conditions of the Mortgage, desires to continue and/or commence foreclosure proceedings with respect to the Property.

16. The Debtor, Co-Borrowers, Debtor's Attorney, the Chapter 7 Trustee and the Office of the United States Trustee have each been duly served with the within Notice of Motion, Affirmation, Exhibits and proposed Order Vacating Stay, as more fully set forth in the annexed affidavit of mailing.

17. No prior application has been made for the relief requested herein.

18. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

WHEREFORE, Movant respectfully requests an Order of this Court vacating the automatic stay for cause pursuant to 11 U.S.C. § 362(d)(1) as to the aforementioned Property; allowing Movant, its agents, assigns or successors in interest, leave to exercise its rights pursuant to the Note and Mortgage including but not limited to foreclose the Mortgage secured by the subject Property; and for such other, further and different relief as to this Court may seem just, proper and equitable.

Dated: October 14, 2019
Rochester, New York

/s/ *Nicole DiStasio*
Nicole DiStasio
Bankruptcy Attorney
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr.
Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

**ORDER GRANTING RELIEF FROM
THE AUTOMATIC STAY**

ON November 21, 2019, the Motion (the “Motion”) of Nationstar Mortgage LLC d/b/a Mr. Cooper, (“Movant”) dated October 14, 2019, came before the Court, for relief from the automatic stay with respect to the collateral known as 89 Delaware Avenue, Freeport, NY 11520. This Court, having considered the evidence presented and the argument of the parties, and with good cause appearing therefore, it is hereby

ORDERED that the automatic stay, effect pursuant to 11 U.S.C. § 362(a), is hereby terminated pursuant to 11 U.S.C. § 362(d) as to Movant, its agents, assigns or successors in interest, so that Movant, its agents, assigns or successors in interest, may take any and all actions under applicable state law to exercise its remedies against the premises known as 89 Delaware Avenue, Freeport, NY 11520, and it is further

ORDERED that the Chapter 7 Trustee shall be served with a copy of the referee’s report of sale within (30) days of the report [if applicable], and shall be noticed with any surplus monies realized from the sale of the Collateral, and it is further

ORDERED, that all other relief sought in the Motion is denied

Exhibit “A”

VAD
AM

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice (telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


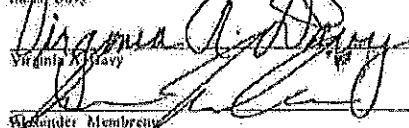
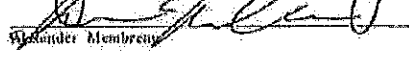
10. UNIFORM SECURED NOTE

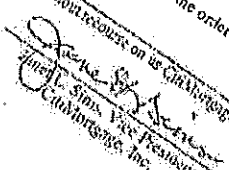
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____		(Seal)
	Susan D. Davy	Mortgagee
_____		(Seal)
	Virginia K. Davy	Mortgagee
_____		(Seal)
	Alexander Membrillo	Borrower

Pay to the order of
without recourse on to CHM Mortgage, Inc.

J. Smith, Vice President
CHM Mortgage, Inc.

[Sign Original Only]



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 03-13-2006
Recorded Time: 2:28:01 p

Liber Book: M 30202
Pages From: 266
To: 296

Record and Return To:
CITIMORTGAGE INC
ATTN: DOCUMENT COLLECTION
PO BOX 790021 MS 321
ST LOUIS, MO 63179-0021

Control
Number: 1803
Ref #: CW 104028
Doc Type: M08 MORTGAGE AGREEMENT

Refers to: Book: M 29402 Page: 450

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0054	00458-00	00030	

	Taxes Total	.00
	Recording Totals	130.00
	Total Payment	130.00

AAR001

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



Return To:
CitiMortgage, Inc.
Attor. Document Processing
P.O. Box 750021
St. Louis, MO 63179-0021

Prepared By:
CitiMortgage, Inc.
100 Galleria Off Centre
Ste. 300
Southfield, MI 48034

[Space Above This Line For Recording Data]

CORRECTION CONSOLIDATION EXTENSION AND MODIFICATION AGREEMENT
DATED AUGUST 25, 2005 RECORDED ON SEPTEMBER 16, 2005 *in Nassau County*
IN LIBER 19402 PAGE 450 CORRECTION MADE ON AGREEMENT TO INCLUDE
ADDITIONAL SIGNER ON AGREEMENT

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Agreement" This document, which is dated March 3, 2006 and exhibits and riders attached to this document will be called the "Agreement."
(B) "Borrower," Susan Davy, Subject to a Life Estate of Virginia A. Davy

will be called "Borrower" and sometimes "I" or "me." Borrower's address is 89 Delaware Ave.,
Freeport, NY 11520
(C) "Lender," CitiMortgage, Inc.

will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists
under the laws of New York
address is 1000 Technology Drive, O'Fallon, MO 63368-2240

(D) "Mortgages." The mortgages, deeds of trust, or other security instruments and any additional security instruments and related agreements such as assignments, amendments, modifications, or consolidations of mortgages identified in Exhibit A to this Agreement will be called the "Mortgages."
(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and who is entitled to receive the payments I agree to make under this Agreement may be called the "Note Holder."

(F) "Notes." The Notes which are identified in Exhibit A to this Agreement, and which are secured by the Mortgages, will be called the "Notes."

NEW YORK CONSOLIDATION, EXTENSION, AND MODIFICATION AGREEMENT - Single Family - Form 3472 1/01
Please Use Middle Line UNIFORM INSTRUMENT (Rev. 8/01)

NOTARY PUBLIC
Page 1 of 1

NOTARIAL PUBLIC PRINTED

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V70

CITIMORTGAGE L3331 VI

(C) "Property." The property which is described in the Mortgage(s) and in Exhibit B (Property Description) to this Agreement, will be called the "Property." The Property is located at:
 89 DELAWARE AVE
 (New)

FREEPORT
 NY

Nassau
 County

NY 11520

(State and Zip Code)

I promise and I agree with Lender as follows:

I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take over all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement as Borrower. This means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person made those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ 297,500.00 of this amount, U.S. \$ 67,900.00 was advanced to me for my account immediately prior to this consolidation.

II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

(A) By signing this Agreement, Lender and I are combining into one set of rights and obligations all of the promises and agreements stated in the Notes and Mortgages including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are combined to fit under the law Lender has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. This combining of notes and mortgages is known as a "Consolidation."

(B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been combined by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages -- including any earlier agreements which combined, modified, or extended rights and obligations under any of the Notes and Mortgages -- have been combined into one set of rights and obligations by an earlier agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been combined so that under the law Lender already has one mortgage and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation."

III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree that the terms of the Note are changed and referred to be the terms of the "Consolidated Note" which is attached to this Agreement as Exhibit C. The Consolidated Note contains the terms of payment for the amounts that I owe to Note Holder. I agree to pay the amounts due under the Note in accordance with the terms of the Consolidated Note. The Consolidated Note will supersede all terms, covenants, and provisions of the Note.

IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

Lender and I agree that the terms of the Mortgage are changed and referred to be the terms of the "Consolidated Mortgage" which is attached to this Agreement as Exhibit D. The Consolidated Mortgage refers to the Consolidated Note and will continue to have a single lien upon the Property. I agree to be bound by the terms set forth in the Consolidated Mortgage which will supersede all terms, covenants, and provisions of the Mortgage.

(Signature of Borrower)

Page 2 of 7

VAO

Form 8172-1 (01/84) (Rev. 8/01)
 Enclosure 1 (8/84) VI

20

V. NO SET-OFF, DEFENSES

I agree that I have no right of set-off or counterclaim, or any defense to the obligation of the Consolidated Note or the Consolidated Mortgage.

VI. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner occupying the Property and that I have the right to consolidate, modify, and extend the Note and Mortgage.

VII. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by that agreement.

VIII. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's promises and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

The terms of the Consolidated Note and the Consolidated Mortgage may not allow any person to take over my rights or obligations under this Agreement. Lender and I agree that if any person is permitted to take over my rights and obligations under this Agreement, that person will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Agreement.

IX. LEND LAW

I will receive all payments due to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (A) hold all monies which I receive and which I have a right to receive from Lender under the Consolidated Note as a "trust fund;" and (B) use those monies to pay for "cost of improvement" (as defined in the New York Lien Law) before I use them for any other purpose. The fact that I am holding those monies as a "trust fund" means that for any building or other improvement located on the Property I have a special responsibility under the law to use the monies in the manner described in this Section IX.

X. TYPE OF PROPERTY

Check box(es) as applicable.

- ☐ This Agreement covers real property principally improved, or to be improved, by one or more structures equipping, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Agreement covers real property improved, or to be improved, by a one (1) or two (2) family dwelling.
- ☐ This Agreement does not cover real property improved as described above.

NYSD-480P(NY) (10/01)


Page 2 of 7




SD
YAD Form 317a (10/14/19) 4/10/19 12:31:41


By signing this Agreement, Lender and I agree to all of the above.

Chisholm, Inc.

By:


William Mason

 (Seal)
Susan Dany
 (Seal)
Virginia A. Dany

Alexander Membrane


Type Markings

Page 1 of 1

Form 9172 (10/10 rev. 8/01)
Chisholm 2.0.01 V1

CellTemp = 29.051 V

EXHIBIT A

(1) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated AUGUST 25TH, 2005, in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$67,959.08. This Mortgage is on a *Fixed Rate Mortgage Security Instrument* and [was recorded on _____ of _____ State of _____] (Strike and complete as appropriate.) At this date, the unpaid principal balance secured by this Mortgage is U.S. \$67,959.08 (Strike if not applicable.) This mortgage secures a Note dated AUGUST 25TH, 2005.

(2) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated MAY 21ST, 2004 in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$150,000.00. This Mortgage is on a *Fixed Rate Mortgage Security Instrument* and was recorded on JUNE 16TH, 2004 in the OFFICE OF THE COUNTY CLERK, NASSAU COUNTY STATE OF NEW YORK at Liber/Rec'd 27095 Page 303. This Mortgage secures a Note dated MAY 21ST, 2004. The Mortgage tax of \$1,475.00 was duly paid.

(3) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated MAY 5TH, 2005 in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$81,527.37. This Mortgage is on a *Fixed Rate Mortgage Security Instrument* and was recorded on MAY 24TH, 2005 in the OFFICE OF THE COUNTY CLERK, NASSAU COUNTY STATE OF NEW YORK at Liber/Rec'd 28854 Page 653. This Mortgage secures a Note dated MAY 5TH, 2005. The Mortgage tax of \$790.27 was duly paid.

(4) The Mortgage(s) in Liber/Rec'd 27095 Page 303 and Liber/Rec'd 28854 Page 653 were consolidated by CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT dated MAY 5TH, 2005 and recorded on MAY 14TH, 2005 in Liber 28854 at Page 672 with CITIMORTGAGE, INC. to form a single lien in the amount of \$230,000.00. At this date the unpaid principal balance secured by this mortgage is U.S. \$229,540.97.

INSTRUCTIONS

The following instructions apply to this Agreement insofar as it constitutes, extension, or modification of a single family loan secured by a first mortgage on Real Estate.

- (1) All notes, security instruments, assignments, the most recent consolidation agreement and related agreements that modify, amend, or extend prior obligations and which provide this Agreement must be filed in Exhibit A to this Agreement. The language in Exhibit A to this Agreement is only a sample and may be revised as appropriate.

If any new money is advanced, number (1) on Exhibit A should refer to both (a) the "Gap" Mortgage (i.e., the new money mortgage described in (b) below), and (b) the "Gap" Note (i.e., new money note described in (b) below).

- (2) The notes and security instruments of the Property must be set forth in Exhibit B to this Agreement.
- (3) The Consolidated Note must be the current version of the applicable Single Family, Fixed Rate Mortgage Note (i.e., Forms 503, 503A, 503B, 503C, 503D, or 503E) with the following language inserted at the top of the document:

For Fixed Rate Notes:

CONSOLIDATED NOTE

This Note amends and modifies in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

For Adjustable Rate Notes:

CONSOLIDATED ADJUSTABLE RATE NOTE

This Note amends and modifies in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

The Consolidated Note, with all blanks completed, and any applicable addendum or addenda, must be executed by the borrower(s) and a copy of the executed Consolidated Note must be attached hereto in Exhibit C. The repayment terms of the Consolidated Note (i.e., the consolidated principal amount, the monthly principal and interest payment, the interest rate and provisions for any interest rate and monthly payment changes applicable to the consolidated obligations) must be set forth in the Consolidated Note. The dollar amount entered in the first blank in Section I of this Agreement and the consolidated principal amount of the Consolidated Note must be the same.

- (4) The Consolidated Mortgage must be the current version of the New York Single Family Fixed Rate Mortgage Note (Forms 503, 503A, 503B, 503C, 503D, or 503E). The Consolidated Mortgage, with all blanks completed, and any applicable addenda (such as an adjustable rate note), must be attached hereto in Exhibit D. The Consolidated Mortgage must not be signed by the borrower(s). The dollar amount entered in the first blank in Section I of this Agreement and the dollar amount entered in the corresponding blank in the Consolidated Mortgage must be the same.
- (5) If new funds are advanced at the time of the consolidation and modification evidenced by this Agreement, the new obligation must be evidenced by an original of the new money note (the "Gap" Note) and an original of the new money mortgage (the "Gap" Mortgage) on the current Fixed Rate Mortgage Note (Forms 503, 503A, 503B, 503C, 503D, or 503E). The dollar amount entered in the second blank in Section I of this Agreement and the dollar amount entered in the corresponding blank in the Gap Note and Gap Mortgage must be the same. If no new funds are advanced at the time of the consolidation and modification, then the second blank in Section I of this Agreement should be left blank. This new Note, with this document, becomes a part of the Consolidated Note and the Consolidated Mortgage. It is the responsibility of the borrower(s) to ensure that the new Note, as set out in the Gap Note, reflects the terms of the Consolidated Note.

FORM 503 (1/01) (REV. 6/01)

Form 503 (1/01) (REV. 6/01)
CHS Mortgage 2.0.0.1 V1

EXHIBIT "B"

99/25/2008 16:18 FAX 15102450110

NEW YORK ASS

2701

Schedule A Description

Page 1

ALL that certain plot, place or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of Delaware Avenue, along the arc of a curve bearing to the left, having a radius of 845.18 feet, a distance of 50.59 feet;

RUNNING THENCE North 87 degrees 01 minutes 40 seconds West, 105.86 feet;

RUNNING THENCE North 0 degrees 14 minutes West, 80 feet;

RUNNING THENCE South 87 degrees 01 minutes 40 seconds East, 100.89 feet, to the Westerly side of Delaware Avenue at the point or place of BEGINNING.

Said premises also known as: 89 Delaware Avenue, Freeport, New York.

EXHIBIT "C"

CONSOLIDATED NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

August 25, 2005
(Date)

Garden City

(City)

New York

(State)

69 DELAWARE AVE, FREEPORT, NY 11520

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 297,500.00
plus interest, to the order of the Lender. The Lender is CitiMortgage, Inc.

(This amount is called "Principal").

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on October, 2005.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2005, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1000 Technology Drive, O'Fallon, MO 63304

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,574.39

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayments to the interest and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no change in the due date or in the amount of my payments unless the Note Holder agrees in writing to those changes.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CitiMortgage, Inc.

Attest for CitiMortgage, Inc.

(Signature)

Not a Notary Public (Notary Seal)

Page 1 of 2

APY
VAD

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted to limit the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amount already collected from me which exceeds permitted limits will be refunded to me. The Note Holder may choose to make this refund by deducting the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments:
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each this payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately as full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(a) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVER

I and any other person who has obligations under this Note waive the rights of Preclusion and Notice of Default. "Preclusion" means the right to require the Note Holder to demand payment of amounts due; "Notice of Default" means the right to require the Note Holder to give notice to those persons that amounts due have not been paid.

2025-0501/0001 sm111

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Form 1041-1
1/1/19
COURTESY OF THE VI
VAD

EXHIBIT "D"

Return To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021
Prepared By:
CitiMortgage, Inc.
100 Galleria Office
Ste 300
Southfield, MI 48034

[Space Above This Line For Recording Data]

MORTGAGE _{MIN} [REDACTED]

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated August 25, 2008, together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower." Susan Davy, Subject to a Life Estate of Virginia A. Davy

whose address is 89 Delaware Ave., Freeport, NY 11520

sometimes will be called "Borrower" and sometimes simply "it" or "me."
(C) "MERS" is Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has its address and telephone number of P.O. Box 2028, Pitts, NE 68501-2028, (402) 636-5100. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.
(D) "Lender." CitiMortgage, Inc.

will be called "Lender." Lender is a corporation or association which exists under the laws of New York. Lender's address is 1000 Technology Drive, O'Fallon, MO 63368-2240

NEW YORK - Single Family - Florida Map/Platnote Map UNIFORM INSTRUMENT WITH MERS

FORM 8003 1/01

MD-6A(SF) 8/00/03

Page 1 of 17

WMA Mortgage Services, Inc. 800.447.1717
VHO

CitiMortgage (2.0.01 V)

(E) "Note." The note signed by Borrower and dated August 25, 2005, will be called the "Note." The Note states that I own Leeder Two Hundred Ninety Seven Thousand Five Hundred

Dollars (U.S. \$297,500.00)

plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by September 1, 2031.

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and fee charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Assets Secured." The assets described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Assets Secured."

(I) "Riders." All riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Construction Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other (R) (specify) |
| | | Schedule "A" |

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law, as well as all applicable local, non-applicable, judicial opinions will be called "Applicable Law."

(K) "Commonly Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Commonly Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape as is to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an credit or debit card is used as a receipt), automated bill payables (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are detailed in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds, as detailed in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) condemnation or (v) other proceedings or conditions in, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3100), as they might be amended from time to time, or any additional or successor regulation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and prohibitions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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Form 9022 (7/01)
CML Mortgage S.A.R.L. V1

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender those rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note (including, but not limited to, all renewals, extensions and modifications of the Note);
 - (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
 - (C) Keep all of my other promises and agreements under this Security Instrument and the Note.
- I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:
- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
 - (B) to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

DESCRIPTION OF THE PROPERTY

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (C) below:

- (A) The Property which is located at: 89 DELAWARE AVE

FREEPORT

This Property is in Nassau

City, Town or Village, New York 11530-1200

Street

Zip Code

County It has the following legal description: See Schedule "A" Attached Hereto And Made A Part Hereof

- (D) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (E) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property";
- (F) All rights that I have in the land which lies to the streets or back to front of, or next to, the Property described in subsection (A) of this section;

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VAD

Form 2023 1/01

Copyright 2023 1/01

(B) All fixtures that are now or in the future will be on the Property described in subsections (A) and (C) of this section;
 (C) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
 (D) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (A) I hold title to the Property; (B) I have the right to mortgage, grant and convey the Property to Lender and (C) there are no outstanding liens or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claim of such third.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Early Term under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payments be made by (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, insurably, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location specified in the Note, or at another location designated by Lender under Section 13 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it receives such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will reduce my obligation to make payments due under the Note and this Security Instrument or, by paying all of my other promises and agreements secured by this Security Instrument.

2. **Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Each payment will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

Case 8-19-74214-ast

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NAD

Page 3033 (101)
Case 8-19-74214-ast

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, such payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charge due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as directed in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds in principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

J. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes; assessments; water charges; sewer fees; and other similar charges; household appliances or fees (if any); hazard or property insurance covering the Property; flood insurance (if any); and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items":

(1) The taxes, assessments, water charges, sewer fees and other similar charges on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any cities, districts or charges that is made against property because an obligation has not been fulfilled is known as a "lien";

(2) The household payments or amounts paid on the Property (if any);

(3) The premiums for any and all insurance required by Lender under Section 5 of this Security Instrument;

(4) The premiums for Mortgage Insurance (if any);

(5) The amount I may be required to pay Lender under Section 10 of this Security Instrument toward the payment of the premiums for Mortgage Insurance (if any); and

(6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payments I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 5 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing each payment within each time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promise and agreement" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver at any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon its revocation, I will pay to Lender all Escrow Funds, and in amounts that are then required under this Section 5.

2025-04-17/10/2024

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VAO

Form 3039 1/01
Old Mortgage 2.3.0.1 VI

I promise to promptly send to Lender any notices that I receive of Escrow item amounts to be paid. Lender will withhold from those to the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reasons for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow items, for making a yearly analysis of my payment of Escrow Funds or for receiving or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special account for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Debt Secured, Lender will promptly return to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Other: I will pay all taxes, assessments, utility charges, service fees and other similar charges, and any other charges and fees that may be imposed on the Property and that may be superior to the Security Instrument. I will also make good on any debts or payments due under my lease if I am a tenant on the Property and Community Association fees, taxes, and assessments (if any) due on the Property. If there are any Escrow items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "lien" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior lien to a hearing in that in Lender's opinion, during the hearing, the superior lien may not be enforced, but only until the hearing ends; or (c) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security

Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. **Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Hazardous Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to, earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the loan agreement can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice where the disapproval is unreasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time resupplying or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the interests of the Property, against any fire, hazard or liability and might provide greater or better coverage than was previously in effect. I acknowledge that the cost of the insurance coverage is estimated might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the highest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates, if Lender requests, I will promptly give Lender all examples of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would involve the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

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that any repairs or restoration are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payment for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or savings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would impair Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the Insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amount unpaid under the Note and this Security Instrument. I also give Lender any other of my rights other than the right to any refund of unearned premiums that I paid, under all insurance policies covering the Property, if the rights are applicable to the coverings of the Property. Lender may use the Insurance Proceeds to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Borrower's Obligations to Occupy The Property.** I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is unreasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extraordinary circumstances exist which are beyond my control.

7. **Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.**

(a) **Maintenance and Protection of the Property.**

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 6 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If Insurance or Condemnation (as defined in the definition of Insurance Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repair and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the Insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) **Lender's Inspection of Property.**

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me advance written notice for such interior inspection.

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8. **Borrower's Loan Application.** If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. **Lender's Right to Protect Its Rights in The Property.** If (a) I do not have my premises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding to bankruptcy, to foreclosure, for Condominium or Portability (as defined in Section 1)), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations; or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or asserting the value of the Property; (b) securing and/or repairing the Property; (c) paying taxes to subordinate any Lien against the Property that may be paid or payable to this Security Instrument; (d) appointing or consulting (e) paying reasonable attorney fees to protect its interest in the Property under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the lowest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I require the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge until Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loan Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender such amount as an initial equal to two months of the yearly Mortgage Insurance premium (as of the time the coverage ceased or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loan Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loan Reserve. Lender can sometimes require Loan Reserve payments if: (a) Mortgage Insurance

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coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premium for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender requires Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loan Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premium, or the Loan Reserve payments, in the amount described in Section 3 of this Security Instrument. Nothing in this Section will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender for any entity that purchases the Note for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage Insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage Insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the Mortgage Insurer and the other party (or parties) to these agreements. These agreements may require the Mortgage Insurer to make payments using any source of funds that the Mortgage Insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the borrower's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "equity reimbursement." It also should be understood that: (a) any of these agreements will not affect the amount that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has: (i) if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law; These rights may include the right: (a) to receive certain disclosures; (b) to request and obtain cancellation of the Mortgage Insurance; (c) to have the Mortgage Insurance terminated automatically; and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

If Agreements About Miscellaneous Proceeds Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property. If (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not impaired, during such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repair and restoration in a single lump-sum or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be impaired, the Miscellaneous Proceeds will be applied to the debt Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the debt Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the debt Secured immediately before the partial taking, destruction, or loss in

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value, the Sum Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sum Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any fraction shall be paid in one.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sum Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sum Secured whether or not the event is that day.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award in satisfaction of the damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds to the satisfaction of the Property or to the Sum Secured, whether or not then due. "Opposing Party" means the third party that owns the Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that eliminates the court action. If Lender determines that this court ruling prevents forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument, if I correct the default, I will have the right to have enforcement of this Security Instrument accelerated, as provided in Section 10 of this Security Instrument, even if Lender has requested immediate payment in full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied to the order provided for in Section 2.

12. Continuation of Borrower's Obligations And of Lender's Rights

(a) Borrower's Obligations.

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow these delays or changes for me, or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to accept them for payment or otherwise modify acceleration of the Sum Secured.

(b) Lender's Rights.

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender delays interest, pays taxes, or pays other things, charges or fines against the Property; (2) Lender accepts payments from third persons; or (3) Lender accepts payments to someone less than the amount then due, Lender will have the right under Section 22 below to demand that I make immediate payment in full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

(c) Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sum Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sum Secured; and (c) that Person agrees that Lender may agree with the other Borrowers in

delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the rights without the Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over any rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. **Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. With respect to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is made, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. **Notice Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. This notice address is the address of the Property, unless I give notice to Lender of a different address. I will promptly notify Lender of any change of address. If Lender specifies a procedure for reporting any change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, then Applicable Law will control and will modify the corresponding requirement under this Security Instrument.

16. **Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (i) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (ii) words in the singular mean and include the plural; and words in the plural mean and include the singular; and (iii) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

18. **Agreement about Lender's Rights.** If the Property is Sold or Transferred, Lender may require immediate Payment in Full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate Payment in Full under this Section 16, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 18 of this Security Instrument. If I do not make the required payment during that period, Lender may not enforce to rights under this Security Instrument without giving me any further notice or demand for payment.

19. **Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of (a) five days before Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (b) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that they would be due under this Security Instrument and the Note as if immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and
- (d) I do whatever Lender reasonably requires to ensure the Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses described in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentally or solely; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate Payment in Full under Section 16 of this Security Instrument.

20. **Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grace Period.** The Note, or an interest in the Note, together with this Security Instrument, may be sold once or more times. I might not receive any prior notice of these sales.

The entity that collects the periodic payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by REG-A or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may, compensate, hire or be joined to any court below (a) either an individual party or the member of a class that serves from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (a) in the manner required under Section 15 of this Security Instrument of the unfulfilled obligation and given a reasonable time period to take corrective action, if

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Applicable Law provides a time period which will trigger but not preclude action on the part of the lender, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to the borrower under Section 22 and the notice of the demand for payment in full given to the lender under Section 23 will be deemed to satisfy the notice and opportunity to cure provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of borrower's obligations to maintain and protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. These are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or exacerbate a Hazardous Substances Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substances on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that (a) is in violation of any Environmental Law, (b) creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The provisions in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the building, its improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or threat of release of any Hazardous Substances; and (c) any condition caused by the presence, use, or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights if Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another

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Person may require the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorney's fees to the amount I owe Lender, which fees shall become part of the Sum Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promise to pay the Sum Secured when due, or if another default occurs under this Security Instrument;
 - (b) Lender sends to me, in the manner described in Section 13 of this Security Instrument, a notice that states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I may take to correct that default;
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
 - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
 - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promise and agreements under the Note and under this Security Instrument, and so present any other defense that I may have; and
 - (c) I do not correct the default stated in the notice from Lender by the date stated in that notice.
23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.
24. Agreements about New York Lien Law. I will resolve all amounts owed to me by Lender subject to the four fund priorities of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) not those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.
25. Borrower's Statement Regarding the Property (which has an applicable):
- ☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures including, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Security Instrument does not cover real property improved as described above.

BY SIGNING BELOW, I accept and agree to the provisions and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

_____	<i>Susan Doney</i>	(Seal)
_____	<i>Virginia A. Doney</i>	(Seal)
	<small>Witness (Sign On Only)</small>	<small>Accept</small>

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Form 2013 1/01
(2013/01/01)

STATE OF NEW YORK,

Nassau

County of Suffolk

On the 25 day of August before me, the undersigned, a notary public in and for said state, personally appeared

Susan Davy & Virginia A. Davy

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Tax Map Information:

RODPA MASON
Notary Public, State Of New York
No. 0184000203
Qualified in Nassau County
Commission Expires April 7, 2007

10/13/22/2005 11:44 FAX

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Schedule A Description

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Delaware Avenue, distant 74.66 feet southerly from the corner formed by the intersection of the westerly side of Delaware Avenue with the southerly side of W. Seaman Avenue (Seaman Avenue);

RUNNING THENCE southerly, along the westerly side of Delaware Avenue, along the arc of a curve bearing to the left, having a radius of 615.18 feet, a distance of 50.89 feet;

THENCE north 87 degrees 1 minute 40 seconds west, 105.98 feet;

THENCE north 0 degrees 14 minutes west, 50 feet;

THENCE south 87 degrees 1 minute 40 seconds east, 100.89 feet, to the westerly side of Delaware Avenue at the point or place of BEGINNING.

SAID PREMISES known as 89 Delaware Avenue, Freeport, New York

RECEIVED IN
THIS CONDITION



NASSAU COUNTY CLERK'S OFFICE

ENDORSEMENT COVER PAGE

Recorded Date: 03-31-2014
Recorded Time: 09:38:23 a

Liber Book: M 39599
Pages From: 189
To: 191

Control
Number: 273
Ref #:
Doc Type: M23 ASSIGN MORTGAGE

Refers to: Book: M 27095 Page: 308
Book: M 28854 Page: 653
Book: M 29402 Page: 431

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0054	00458-00	00030	

KAV001

Taxes Total	.00
Recording Totals	211.00
Total Payment	211.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED.
MAUREEN O'CONNELL
County Clerk

When Recorded Return To:
CitiMortgage, Inc.
C/O Nationwide Title Clearing,
Inc. 2100 Alt. 19 North
Palm Harbor, FL 34683

Citi Loan No [REDACTED]
Seterus Loan No [REDACTED]
Fannie Loan No [REDACTED]

ASSIGNMENT OF MORTGAGE

Contact Federal National Mortgage Association for this instrument c/o Seterus, Inc., 14523 SW Millikan Way, #200, Beaverton, OR 97005, telephone #1-866-570-5277, which is responsible for receiving payments.
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITIMORTGAGE, INC., WHOSE ADDRESS IS 1000 TECHNOLOGY DRIVE, O'FALLON, MO, 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same may have been consolidated, extended or modified, including all mortgages that have been consolidated therewith, with all interest secured thereby, all liens, and any rights due or to become due thereon to **FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 14221 DALLAS PARKWAY, SUITE 100, DALLAS, TX 75254, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**


Said Mortgage is dated 05/21/2004, made by **SUSAN DAVY AND VIRGINIA A. DAVY** to CITIMORTGAGE, INC. in the principal sum of \$150,000.00, and recorded on 06/30/2004 in Liber M 27095, Page 308, CRFN # 2004063002870, in the office of the Registry of NASSAU County, NY.


Property is commonly known as: 89 DELAWARE AVE,
FREEPORT, NY 11520.

See Exhibit attached for Assignments, Modifications etc. This mortgage(s) has not been assigned of record.

This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

Dated this 28th day of February in the year 2014.
CITIMORTGAGE, INC.



STEPHANIE CADIGAN
VICE PRESIDENT


DANIELLE BURNS
WITNESS

All Authorized Signatories whose signatures appear above have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS

Before me, this 28th day of February in the year 2014, the undersigned, personally appeared **Stephanie Cadigan** as VICE PRESIDENT for CITIMORTGAGE, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


FRANCÉ M. MOSS - NOTARY PUBLIC
COMM EXPIRES: 08/05/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Property ID(S/B/L) Section: 54 Block: 458 Lot: 30

\$214.00

Loan No: [REDACTED]

Exhibit

2nd Mortgage: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 05-05-2005. REC: 05-24-2005 BK M 28854 PG 653 INSTR# 2005052402134, AMT: \$81,527.37

CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 05-05-2005. REC: 05-24-2005 BK M 28854 PG 672 INSTR# 2005052402135, COMBINED AMOUNT: \$230,000.00

3rd Mortgage: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 08-25-2005. REC: 09-16-2005 BK M 29402 PG 431 INSTR# 2005091601424, AMT: \$67,959.08

CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 08-25-2005. REC: 09-16-2005 BK M 29402 PG 450 INSTR# 2005091601425, COMBINED AMOUNT: \$297,500.00

RE-RECORDED-CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 03-03-2006. NEW RECORDING DATE 03-13-2006 BK M 30202 PG 266 INSTR# 2006031301803, COMBINED AMOUNT: \$297,500.00



Section 54 Block 458 Lot 30

ASSIGNMENT OF MORTGAGE**KNOW THAT**

Federal National Mortgage Association, a corporation, organized and existing under the laws of the United States of America, having an office at 14221 Dallas Parkway, Dallas, TX, 75254, Assignor,

in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, paid by

Nationstar Mortgage LLC d/b/a Mr. Cooper, having an office at 8950 Cypress Waters Blvd., Coppell, TX 75019, Assignee,

Hereby assigns unto the assignee The Mortgage dated May 21, 2004 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$150,000.00 and recorded in the Nassau County Clerk's Office on June 30, 2004 in Liber M 27095, page 308. The Gap Mortgage dated May 5, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$81,527.37 and recorded in the Nassau County Clerk's Office on May 24, 2005 in Liber M 28854, page 653. The Consolidation, Extension & Modification Agreement dated May 5, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$230,000.00 and recorded in the Nassau County Clerk's Office on May 24, 2005 in Liber M 28854, page 672. The Gap Mortgage dated August 25, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$67,959.08 and recorded in the Nassau County Clerk's Office on September 16, 2005 in Liber M 29402, page 431. The Consolidation, Extension and Modification Agreement dated August 25, 2005 made by Susan Davy, to CitiMortgage, Inc. subject to a Life Estate of Virginia A. Davy, given to form a single lien in the amount of \$297,500.00 and recorded in the Nassau County Clerk's Office on September 16, 2005 in Liber M 29402, page 450. The Correction consolidation, Extension and Modification Agreement dated March 3, 2006 made by Susan Davy subject to a Life Estate of Virginia A. Davy, to CitiMortgage, Inc., given to form a single lien in the amount of \$297,500.00 and recorded in the Nassau County Clerk's Office on March 13, 2006 in Liber M 30202, page 266. The Mortgage was assigned by CitiMortgage, Inc. to Federal National Mortgage Association by Assignment dated February 28, 2014 and recorded in the Nassau County Clerk's Office on March 31, 2014 in Liber M 39599, page 189.

The mortgaged premises is known as 89 Delaware Avenue, Freeport, NY 11520

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment, the 3 day of October in the year 2019.

Federal National Mortgage Association, by Nationstar Mortgage LLC d/b/a Mr. Cooper as attorney-in-fact

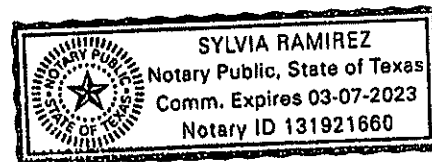
BY: [Signature]
Print Name: **Omar Basped**
Title: **Vice President**

STATE OF Texas)
)ss
COUNTY OF Dallas)

On the 3 day of October in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Omar Basped, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Sylvia Ramirez



RECORD & RETURN TO:
Shapiro, DiCaro & Barak, LLC
175 Mile Crossing Boulevard
Rochester, New York 14624

Exhibit “B”

Fill in this information to identify your case:

Debtor 1	Susan Davy-Membreno		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF NEW YORK		
Case number (if known)			

☐ Check if this is an amended filing
Official Form 108**Statement of Intention for Individuals Filing Under Chapter 7**

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Citimortgage, Inc	<input checked="" type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: 89 Delaware Avenue Freeport, NY 11520 Nassau County		

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name: Description of leased Property:	<input type="checkbox"/> No <input type="checkbox"/> Yes
Lessor's name: Description of leased Property:	<input type="checkbox"/> No <input type="checkbox"/> Yes
Lessor's name:	<input type="checkbox"/> No

Debtor 1 Susan Davy-Membreno

Case number (if known) _____

Description of leased
Property:☐ YesLessor's name:
Description of leased
Property:☐ No☐ YesLessor's name:
Description of leased
Property:☐ No☐ YesLessor's name:
Description of leased
Property:☐ No☐ YesLessor's name:
Description of leased
Property:☐ No☐ Yes**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Susan Davy-MembrenoSusan Davy-Membreno

Signature of Debtor 1

X _____

Signature of Debtor 2

Date June 10, 2019

Date _____

Exhibit “C”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.

Date Filed:

SUMMONS

Plaintiff designates Nassau County as the place of trial based on the location of the mortgaged premises in this action.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer
copy of your answer, or, if the complaint is not served
appearance, on the plaintiff's attorneys within twenty (2)
exclusive of the day of service (or within thirty (30)
summons is not personally delivered to you within the State
service of this summons if it is the United States of America.
answer, judgment will be taken against you by default for

RECEIPT
Printed: June 27, 2013 @ 14:57:15
NASSAU COUNTY
MAUREEN O'CONNELL
COUNTY CLERK

Trans#: 228515 Oper: AF001
SWEENEY

Ref#: IN 13--007822
Ctl#: 1691 Rec: 6-27-2013 @ 2:56:00p

DOC	DESCRIPTION	TRANS AMT
1	CITIMORTGAGE INC	
2	DAVY, SUSAN	
	FORECLOSURE SUMMONS&COMPLAINT	5.00
	Dept of Education	14.25
	CULTURAL EDUCATION	.75
	CULTURAL ED COUNTY	25.00
	County Fee	165.00
	State Fee-Index	190.00
	FORECLOSURE	

Total fees: 400.00

*** Total charges: 400.00

CHECK PM 46286 400.00

RECEIVED

JUN 27 2013

NASSAU COUNTY
COUNTY CLERK'S OFFICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.
Date Filed:

SUMMONS

Plaintiff designates Nassau County as the place of trial based on the location of the mortgaged premises in this action.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York) or within (60) days after service of this summons if it is the United States of America; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

This is an action to foreclose a mortgage lien on the premises described herein.

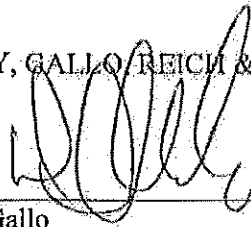
The object of the above captioned action is to foreclose a First Mortgage to secure \$150,000.00 and interest, recorded in the Office of the County Clerk of Nassau County on June 30, 2004 in Liber 27095, Page 308; a Second Mortgage to secure \$81,527.37 and interest, recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 653; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 672, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of \$230,000.00 (the "Consolidated Mortgage"); and a Third Mortgage to secure \$67,959.08 and interest, recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 431; which mortgages were consolidated by Consolidation, Extension and Modification

Agreement recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 450, consolidating the First Mortgage, Second Mortgage and Third Mortgage to form a single lien in the amount of \$297,500.00 (the "Consolidated Mortgage"), covering premises known as 89 DELAWARE AVENUE, FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK (Section 54 Block 458 Lot 30).

The relief sought in the within action is a final judgment directing the sale of the premises described above. The Plaintiff also seeks a deficiency judgment against the Defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, for any debt secured by said Mortgage which is not satisfied by the proceeds of the sale of said premises, unless discharged in bankruptcy.

Dated: Rego Park, New York
3/12, 2013

SWEENEY, GALLO, REICH & BOLZ, LLP



David A. Gallo
Attorneys for Plaintiff
95-25 Queens Boulevard, 11th Floor
Rego Park, New York 11374
(718) 459-2634

TO: SUSAN DAVY
89 DELAWARE AVE
FREEPORT, NY 11520

ALEXANDER MEMBRENO
89 DELAWARE AVE
FREEPORT, NY 11520

JOHN DAVY
89 DELAWARE AVE
FREEPORT, NY 11520

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.

VERIFIED
COMPLAINT

Mortgage
Foreclosure

Plaintiff CITIMORTGAGE, INC., (hereinafter referred to as "CMI"), by its attorneys, Sweeney, Gallo, Reich & Bolz, LLP, complains and alleges, upon information and belief, as follows:

1. This is an action to foreclose a mortgage lien on the premises described herein.
2. The plaintiff is the mortgagee and the holder of the subject note and mortgage and if not the owner, has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject note and mortgage.
3. Where applicable, the plaintiff has complied with all of the provisions of the Banking Law § 595-a and rules and regulations promulgated thereunder, Banking Law § 6-l or 6-m as applicable to the subject loan, and RPAPL § 1304, as amended.
4. The plaintiff, assignee or mortgage loan servicer, has timely complied with the provisions of RPAPL § 1306.
5. Plaintiff is, and at all times relevant herein was, a corporation authorized to conduct business in the State of New York, with its principal place of business c/o CITIMORTGAGE, INC., located at 1000 TECHNOLOGY DRIVE, O'FALLON, MISSOURI.

6. The premises, which are the subject of this action, are situated at 89 DELAWARE AVENUE, FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK (the "Premises").

7. SUSAN DAVY is named as Defendant because she is the purported owner of record of the Premises and is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

8. ALEXANDER MEMBRENO is named as Defendant because he is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

9. JOHN DAVY is named as Defendant because he is a possible fee interest by virtue of possible outstanding interest. Upon information and belief, said defendant's last known residence is at the Premises.

10. "John Doe" and/or "Jane Doe" # 1-10 inclusive, are fictitious and unknown to plaintiff. They are named as defendants to designate any and all tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the Premises.

11. The following are made party defendants herein solely because they may have or claim to have a lien affecting the Premises:

N/A

The above liens are subject and subordinate to the lien of the Plaintiff's mortgage. (See, copy of Mortgage/Judgment Schedules attached hereto and made part hereof.)

12. On or about August 25, 2005, defendants SUSAN DAVY, VIRGINIA DAVY AND ALEXANDER MEMBRENO, ("Defendants") executed and delivered to CitiMortgage, Inc. a consolidated Note (the "Note"), whereby the Defendants agreed to pay to CitiMortgage, Inc. or its transferees the sum of \$297,500.00, plus increases in principal, if any, with interest thereon,

installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note.

13. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated May 21, 2004, in the principal amount of \$150,000.00 (the "First Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on June 30, 2004 in Liber 27095, Page 308, and the mortgage recording tax was duly paid.

14. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated May 5, 2005, in the principal amount of \$81,527.37 (the "Second Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 653, and the mortgage recording tax was duly paid; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 672, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of \$230,000.00 (the "Consolidated Mortgage").

15. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated August 25, 2005, in the principal amount of \$67,959.08 (the "Third Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 431, and the mortgage recording tax was duly paid; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 450, consolidating the First Mortgage,

Second Mortgage and Third Mortgage to form a single lien in the amount of \$297,500.00 (the "Consolidated Mortgage").

16. The Premises encumbered by said Mortgage, with all appurtenances thereto, is bounded and fully described in Schedule A annexed hereto and made part hereof.

17. The Note provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days and further provides, inter alia, for the payment of all costs and expenses, including attorney's fees in the event the Note is referred to an attorney for collection.

18. The Mortgage obligates the Defendants, inter alia, to pay, on a monthly basis, to plaintiff, at plaintiff's option, an amount equal to 1/12 of the annual taxes, assessments, ground rents, and hazard and mortgage insurance premiums to become due in connection with the Premises pursuant to the Mortgage.

19. The Mortgage provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days.

20. The Mortgage provides, inter alia, that in the event of a default in the payment of any principal or interest that might become due thereon, plaintiff may declare the entire indebtedness secured by the Mortgage immediately due and payable and commence an action to foreclose the Defendants' rights in the Premises and sell them pursuant to applicable law.

21. The Note and Mortgage obligates the Defendants, inter alia, to pay plaintiff's reasonable attorney's fees in the event of a default and in any action to foreclose the Mortgage.

22. The Defendants defaulted under the terms of the Note and Mortgage by omitting and failing to make monthly payments of principal and interest due from January 1, 2012 through date.

23. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amounts outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.

24. As a result of the Defendants' failure to pay the obligation under the Note and Mortgage, there is now due and owing to plaintiff on the principal of the Mortgage the sum of \$264,927.31 together with accrued interest from December 1, 2011 at the present rate of 4.875% as stated in the Note and Mortgage, and such other payments as are set forth in the Note and Mortgage.

25. In order to protect its security, plaintiff may be compelled during the pendency of this action to pay sums for premiums on insurance policies, real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payment, shall be added to the plaintiff's claim and be deemed secured by said Note and Mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

26. The Mortgage provides that, in the case of foreclosure, the mortgaged premises may be sold in one parcel.

27. The mortgaged premises under foreclosure herein is to be sold subject to any state of facts an accurate survey would show; and to covenants, restrictions, reservations, easements and agreements of record, if any, and any violations thereof; and to building restrictions and zoning ordinances of the town or municipality in which said mortgaged premises are situated, if any, and any violations thereof; and to conditional bills of sale, security agreements and financing statements

filed in connection with said mortgaged premises, if any, but only to the extent that any of the foregoing are not barred or foreclosed by this action; and to existing tenancies, if any, except such tenants who are parties defendants to this action; and to all unpaid real estate taxes, assessments, water charges and sewer rents, which are liens upon the premises but are not due or payable as of the time of the sale. In addition, the purchaser of the mortgaged premises at the foreclosure sale shall be required to pay all applicable local and state transfer taxes, deed stamps or other taxes due in connection with the transfer of the mortgaged premises.

28. The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid.

29. In the event the plaintiff possesses any other liens against the mortgaged premises either by way of a junior mortgage or otherwise, the plaintiff requests that such other liens shall not be merged into the cause of action set forth in this complaint, but that the plaintiff shall be permitted to enforce said other liens and seek determination of the priority thereof in any independent action or proceeding including without limitation any surplus money proceeding.

30. No prior action or proceeding has been commenced or is now pending to enforce the terms of the Mortgage, or any part thereof.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the

notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, which will include the amount of any such deficiency, unless discharged in bankruptcy;

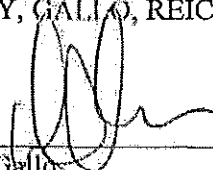
G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

I. That plaintiff has such other and further relief as may be just and proper.

Dated: Rego Park, New York
3/12, 2013

SWEENEY, GALLO, REICH & BOLZ, LLP




David A. Gallo
Attorneys for Plaintiff
95-25 Queens Boulevard, 11th Floor
Rego Park, New York 11374
(718) 459-2634

VERIFICATION

STATE OF NEW YORK,
COUNTY OF QUEENS.

David A. Gallo, hereby affirms under the penalties of perjury and pursuant to CPLR 2106 that he/she is one of the attorneys for the plaintiff; that he/she has read the foregoing summons and complaint and knows the contents thereof; that the same is true to his/her own knowledge except as to matters stated to be upon information and belief, and as to those matters he/she believes them to be true. The grounds of his/her belief as to matters not stated upon his/her knowledge are statements and/or records provided by the plaintiff, its agents and/or employees and contained in the file in the attorneys' office. This verification is made pursuant to CPLR Section 3020(d)(3) as the Plaintiff is not in the county of Queens, which is where plaintiff's attorneys' office is located.

Dated: Queens, New York
9/12, 2013



DAVID A. GALLO, ESQ.

SCHEDULE A

DESCRIPTION



ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE INCORPORATED VILLAGE OF FREEPORT, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY SIDE OF DELAWARE AVENUE DISTANT 74.09 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF DELAWARE AVENUE WITH THE SOUTHERLY SIDE OF W. SEAMAN AVENUE (SEAMAN AVENUE);

RUNNING THENCE SOUTHERLY, ALONG THE WESTERLY SIDE OF DELAWARE AVENUE, ALONG THE ARC OF A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 645.16 FEET A DISTANCE OF 50.59 FEET;

RUNNING THENCE NORTH 87 DEGREES 01 MINUTES 40 SECONDS WEST 105.96 FEET;

RUNNING THENCE NORTH 0 DEGREES 14 MINUTES WEST, 50 FEET;

RUNNING THENCE SOUTH 87 DEGREES 01 MINUTES 40 SECONDS EAST 100.69 FEET TO THE WESTERLY SIDE OF DELAWARE AVENUE AT THE POINT OR PLACE OF BEGINNING.,

**SCHEDULE B
MORTGAGE SCHEDULE**

MORTGAGE BEING FORECLOSED

Mortgage Number 1 of 3

Mortgagor: **SUSAN DAVY & VIRGINIA DAVY**
89 DELAWARE AVE.
FREEPORT, NY 11520

Mortgagee: **CitiMortgage, Inc.**
1000 Technology Drive
O'Fallon, MO 63368

Amount: **\$150,000.00**
Dated: **05/21/2004**
Recorded: **06/30/2004**
Liber: **27095**
Page: **308**

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

**SCHEDULE B
MORTGAGE SCHEDULE**

MORTGAGE BEING FORECLOSED

Mortgage Number 2 of 3

Mortgagor: **SUSAN DAVY, AS TO A FEE, INTEREST AND VIRGINIA A.
DAVY, AS TO A LIFE ESTATE
89 DELAWARE AVENUE
FREEPORT, NEW YORK 11520**

Mortgagee: **CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368**

Amount: **\$81,527.37**
Dated: **05/05/2005**
Recorded: **04/24/2005**
Liber: **28854**
Page: **653**

Agreement

2a

Type	Consolidation, Extension and Modification Agreement
Party of the First Part	SUSAN DAVY AS TO A FEE INTEREST AND VIRGINIA A. DAVY, AS TO A LIFE ESTATE 89 DELAWARE AVENUE, FREEPORT, NY
Party of the Second Part	CITIMORTGAGE INC. 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63304
Dated	05/05/2005

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Recorded 06/24/2006
Liber 28854
page 672

CONSOLIDATES MORTGAGES 1 & 2 TO FORM A SINGLE
LIEN IN THE AMOUNT OF \$230,000.00

**SCHEDULE B
MORTGAGE SCHEDULE**

MORTGAGE BEING FORECLOSED

Mortgage Number 3 of 3

Mortgagor: **SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A.
DAVY
89 DELAWARE AVE.
FREEPORT, NY 11520**

Mortgagee: **CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368**

Amount: **\$67,959.08**
Dated: **08/25/2005**
Recorded **09/16/2005**
Liber **29402**
Page **431**

Agreement

3a

Type	Consolidation, Extension and Modification Agreement
Party of the First Part	SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A. DAVY 89 DELAWARE AVE. FREEPORT, NY 11520
Party of the Second Part	CITIMORTGAGE, INC. 1000 TECHNOLOGY DRIVE, O'FALLON MO 63368
Dated	08/25/2005
Recorded	09/16/2005

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Liber 29402

Page 450

CONSOLIDATES MORTGAGES 1, 2 & 3 TO FORM A SINGLE
LIEN IN THE AMOUNT OF \$297,500.00
Agreement

3b

Type Correction of Consolidation, Extension and Modification
Agreement

Party of the SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A
First Part DAVY 89 DELAWARE AVE. FREEPORT, NY

Party of the CITIMORTGAGE INC. 1000 TECHNOLOGY DRIVE, O'FALLON,
Second Part MO 63368

Dated 03/03/2006

Recorded 03/13/2006

Liber 30202

Page 266

CORRECTS CONSOLIDATION, EXTENSION, MODIFICATION,
AGREEMENT IN LIBER 29402.MP 450

Index No. 2012/

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, VIRGINIA DAVY, ALEXANDER MEMBRENO, et al.

Defendants

SUMMONS AND VERIFIED COMPLAINT

Signature (Rule 130-1.1-a)

David A. Gallo, Esq.

SWEENEY GALLO REICH & BOLZ, LLP

Attorneys for PLAINTIFF

95-25 Queens Boulevard

11th Floor

Rego Park, New York 11374

(718) 459-2634

To:

Attorney(s) for

Service of a copy of the within _____ is hereby admitted.

Dated: _____

Attorney's for: _____

Sir: Please take notice

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

20

☐ NOTICE OF SETTLEMENT

that an order _____ of which the within is a true copy will be presented for
settlement to the HON. _____ one of the judges

of the within named court, at

on _____ 20 at _____ M.

Dated,

Yours, etc.

SWEENEY GALLO REICH & BOLZ, LLP

Office & P.O. Address

95-25 Queens Boulevard, 11th Floor

Rego Park, New York 11374

(718) 459-2634

Exhibit “D”

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
IN RE

SUSAN DAVY-MEMBreno AKA SUSAN
DAVY,

DEBTOR

CHAPTER 7

CASE NO. 8-19-74214-ast

JUDGE: Alan S. Trust

RELIEF FROM STAY – REAL ESTATE AND
COOPERATIVE APARTMENTS

BACKGROUND INFORMATION

1. ADDRESS OF REAL PROPERTY OR COOPERATIVE APARTMENT: 89 Delaware Avenue, Freeport, NY 11520
2. LENDER NAME: Nationstar Mortgage LLC d/b/a Mr. Cooper
3. MORTGAGE DATE: 08/25/2005
4. POST-PETITION PAYMENT ADDRESS:
Payment Address - Nationstar Mortgage LLC d/b/a Mr. Cooper, PO Box 619094, Dallas, TX 75261

DEBT AND VALUE REPRESENTATIONS

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AS OF THE MOTION FILING DATE: \$499,345.10 as of 09/05/2019
(THIS MAY NOT BE RELIED UPON AS A "PAYOFF" QUOTATION.)
6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR COOPERATIVE APARTMENT AS OF THE MOTION FILING DATE: \$536,000.00
7. SOURCE OF ESTIMATED MARKET VALUE: Debtor's Schedule D

STATUS OF THE DEBT AS OF THE PAYOFF DATE

8. DEBTOR(S)'S INDEBTEDNESS TO MOVANT AS OF THE PAYOFF DATE:

A. TOTAL:	\$ <u>499,345.10</u>
B. PRINCIPAL:	\$ <u>264,927.31</u>
C. INTEREST:	\$ <u>100,270.03</u>
D. ESCROW (TAXES AND INSURANCE):	\$ <u>127,941.52</u>
E. FORCED PLACED INSURANCE EXPENDED BY MOVANT:	\$ <u>0.00</u>
F. PRE-PETITION ATTORNEYS' FEES CHARGED TO DEBTOR(S):	\$ <u>0.00</u>
G. PRE-PETITION LATE FEES CHARGED TO DEBTOR(S):	\$ <u>0.00</u>

9. CONTRACT INTEREST RATE: 4.875%

(IF THE INTEREST RATE HAS CHANGED, LIST THE RATE(S) AND DATE(S) THAT EACH RATE WAS IN EFFECT ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

10. OTHER PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE:

Fees & Costs Due (Lump Sum): \$6,206.24

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

AMOUNT OF DEFAULT AS OF THE MOTION FILING DATE

11. DATE OF RECEIPT OF LAST PAYMENT: 02/28/2015

12. NUMBER OF PAYMENTS DUE FROM PETITION DATE TO MOTION FILING DATE: 2 PAYMENTS.

13. POST-PETITION PAYMENTS IN DEFAULT:

PAYMENT DUE DATE	AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGED
7/1/19-9/1/19	\$3,877.82 per month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 11,633.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S):

A. TOTAL: \$ 0.00

B. ATTORNEY'S FEES IN CONNECTION WITH THIS MOTION: \$ 0.00

C. FILING FEE IN CONNECTION WITH THIS MOTION: \$ 0.00

D. OTHER POST-PETITION ATTORNEYS' FEES: \$ 0.00

E. POST-PETITION INSPECTION FEES: \$ 0.00

F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION FEES: \$ 0.00

G. FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$ 0.00

15. AMOUNT HELD IN SUSPENSE BY MOVANT: \$ 0.00

16. OTHER POST-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE: N/A

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM; STATE THE EXHIBIT NUMBER HERE: N/A.)

REQUIRED ATTACHMENTS TO MOTION

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH EACH DOCUMENT.

- (1) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT A.)
- (2) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S STANDING TO BRING THIS MOTION. (EXHIBIT A.)
- (3) COPIES OF DOCUMENTS ESTABLISHING THAT MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT A.)

DECLARATION AS TO BUSINESS RECORDS

I, Chastity Wilson, THE Assistant Secretary OF Nationstar Mortgage LLC DBA Mr. Cooper, THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

EXECUTED AT Lewisville, Texas
ON THIS 11 DAY OF October, 20 19

Chastity Wilson
Assistant Secretary of Nationstar Mortgage LLC
d/b/a Mr. Cooper

Chastity Wilson
Affiant

NAME:

TITLE:

MOVANT:

Nationstar Mortgage LLC d/b/a Mr.
Cooper

STREET ADDRESS:

8950 Cypress Waters Blvd

CITY, STATE AND ZIP CODE:

Coppell, Texas 75019

DECLARATION

I, Chastity Wilson, THE Assistant Secretary OF Nationstar Mortgage LLC DBA Mr. Cooper, THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT Lewisville, Texas
ON THIS 11 DAY OF October, 20 19

Chastity Wilson
Assistant Secretary of Nationstar Mortgage LLC
d/b/a Mr. Cooper

Chastity Wilson
Affiant

NAME:

TITLE:

MOVANT:

Nationstar Mortgage LLC d/b/a Mr.
Cooper

STREET ADDRESS:

8950 Cypress Waters Blvd

CITY, STATE AND ZIP CODE:

Coppell, Texas 75019

Exhibit “E”

Fill in this information to identify your case:

Debtor 1	Susan Davy-Membreno		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF NEW YORK		
Case number (if known)			

☐ Check if this is an amended filing
Official Form 106D**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 Citimortgage, Inc
Creditor's Name

PO Box 18340
Columbus, OH 43218

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

89 Delaware Avenue Freeport, NY
11520 Nassau County

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☒ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset)

Column A

Amount of claim
Do not deduct the value of collateral.

\$415,692.00

Column B

Value of collateral that supports this claim

\$536,000.00

Column C

Unsecured portion if any

\$0.00

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☒ At least one of the debtors and another
☐ Check if this claim relates to a community debt

Date debt was incurred

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$415,692.00

\$415,692.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.



Name, Number, Street, City, State & Zip Code

David A. Gallo & Associat
99 Powerhouse Road
Roslyn Heights, NY 11577

On which line in Part 1 did you enter the creditor? **2.1**

Last 4 digits of account number

SHAPIRO, DICARO & BARAK, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000, Fax: (585) 247-7380
Nicole DiStasio

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

IN RE

CHAPTER 7

**SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,**

CASE NO. 8-19-74214-ast

DEBTOR.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
)ss:
COUNTY OF MONROE)

I, Molly Miller, being sworn, say, I am not a party to this action; I am over 18 years of age, I reside in Rochester, New York.

On 10/14, 2019 I served the within Notice of Motion, Affirmation in Support,

Exhibits and Proposed Order Granting Relief from the Automatic Stay upon:

TO: Debtor
Susan Davy-Membreno
89 Delaware Avenue
Freeport, NY 11520

Co-Debtor
Virginia Davy
89 Delaware Avenue
Freeport, NY 11520

Co-Debtor
Alexander Membreno
89 Delaware Avenue
Freeport, NY 11520

Attorney for Debtor
Robert H. Solomon
24 East Park Ave, Suite 200
POB 58
Long Beach, NY 11561

Trustee
Andrew M. Thaler
Thaler Law Firm PLLC
675 Old Country Road
Westbury, NY 11590

U.S. Trustee
Long Island Federal Courthouse
560 Federal Plaza - Room 560
Central Islip, NY 11722

Toyota Motor Credit Corporation
Becket and Lee LLP, Attorneys/Agent
P.O. Box 3001
Malvern, PA 19355-0701

at the addresses designated by the foregoing individuals for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

Date October 14, 2019



Molly Miller
Bankruptcy Supervisor
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC
d/b/a Mr. Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
Fax: (585) 247-7380

Sworn to before me this

14 day of October, 2019


Notary Public

KATRINA BELLIS
Notary Public, State of New York
No. 01BL6128872
Qualified in Monroe County
Commission Expires June 20, 2021

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